

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

and

THE CITY PROSECUTORS ASSOCIATION

OCTOBER 1, 2000 TO SEPTEMBER 30, 2001

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY PROSECUTORS ASSOCIATION

1. Recognition, Purpose and Implementation

The City Prosecutors Association is hereby recognized as the exclusive representative for employees of the City Prosecutor's Office in the positions indicated in Appendix A, attached hereto and made a part hereof. The purpose of the Memorandum of Understanding is to set forth the joint recommendation to be submitted by the parties to the City Council of the City of Long Beach for implementation and shall not be binding unless and until the City Council:

- A. Approves the provisions contained in this Memorandum;
- B. Adopts the required ordinances and/or resolutions; and
- C. Appropriates the funds required to implement the provisions hereof.

2. Term

The term of this Memorandum shall be for one year commencing October 1, 2000 and terminating at midnight on September 30, 2001.

3. Salaries

The Salary Resolution will be amended to provide for the following salary increases for the bargaining unit members represented by the Association on the effective date indicated:

01/01/01	2%
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4. State Bar Association Dues

The City shall reimburse each attorney for the cost of the annual dues for membership in the State Bar of the State of California.

5. Health, Dental and Life Insurance Benefits

The City shall contribute on behalf of each employee represented by the Association for health, dental and life insurance benefits, a combined total as indicated for the term of the agreement.

12/01/00	\$470
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5. **Health, Dental and Life Insurance Benefits** (continued)

The benefits for the various plans and all employee payroll deductions for the period of December 1, 2000 through September 30, 2001 will be as recommended by the Health Insurance Advisory Committee (the Committee) on August 31, 2000, and approved by the City Council on September 12, 2000.

In the event that the plan(s) rates increase, the additional funds to offset the higher rates will come from the funds available in the M.O.U. Trust Account. This will continue until September 30, 2001 or until such time as the excess funds in the M.O.U. Trust Account is depleted to zero. In the event the M.O.U. Trust Account is depleted, the City will be the responsible party to fund the difference in order that all benefits for the various plans and all payroll deductions remain as they were on December 1, 2000.

6. **Health Insurance Advisory Committee**

The City Prosecutors Association shall have one member on the Health Insurance Advisory Committee.

7. **Maintenance of Existing Retirement**

For bargaining unit employees who are eligible for and enrolled in the Public Employees Retirement System (PERS) on September 30, 2000, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on September 30, 2000. For the term of this MOU, the City shall continue to pay to PERS on behalf of each eligible employee, who is a PERS member, an amount equal to seven-sevenths (7/7) of his/her seven percent (7%) individual employee contribution.

A. **Report the Value of Employee-Paid Member Contribution (EPMC) – Special Compensation**

The City shall continue to designate EPMC (Employer Paid Member Contribution) as compensation earnable and report it as such to PERS.

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7. **Maintenance of Existing Retirement** (continued)

B. PERS Contract Amendments

As soon as practicable, the City shall amend its contract with PERS to provide for the following benefit improvements:

1. Pre-retirement Optional Settlement 2 (death benefit) in accordance with Government code Section 21548.
2. Public Service Credit for Peace Corps or America Corps in accordance with Government Code Section 21023.5.
3. Upgrade PERS Tier III employees to the same benefit level as PERS Tier II employees.

B. Re-opener

In the event that the Governor of the State of California signs legislation providing miscellaneous employees with an enhanced PERS retirement formula, the City will agree, within sixty (60) days of the effective date of the Governor's signature to reopen negotiation of this section of the agreement for the sole purpose of discussing the enhanced retirement formula.

8. **Mileage Reimbursement**

Deputy City Prosecutors shall be entitled to mileage reimbursement in accordance with the City Salary Resolution.

9. **Continuation of Health Insurance for the Surviving Spouse and/or Eligible Dependents of a Retired Employee**

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

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9. **Continuation of Health Insurance for the Surviving Spouse and/or Eligible Dependents of a Retired Employee** (continued)

- A. The retired employee has an effective retirement date of July 1, 1983 or later; or
- B. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

- A. The spouse remarries;
- B. A dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;
- C. The spouse becomes eligible for Medicare, at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier; or
- D. There is insufficient accumulated unused sick leave to pay the required monthly premium.

10. **Holiday Schedule**

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday/Friday in November
Christmas Day	December 25
Personal Holiday Leave	(4 days)

Every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.

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10. **Holiday Schedule** (continued)

For the covered employees not on a holiday in-lieu schedule, four personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will reduce the accrual amount. Thereafter, employees shall receive four personal holidays in the first pay period that begins in January.

Permanent part-time employees shall accrue personal holiday time at the rate of .62 hours for every 80 paid hours.

Employees, who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately.

Employees on an in-lieu schedule will continue to receive 13 holidays per year. In-Lieu/personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

In no instance will employees receive more than 13 holidays per calendar year unless authorized by the President, Governor or City Council, as indicated in paragraph one above. In the event the State Legislature and/or the City Council establish a Cesar Chavez holiday, the number of holidays per calendar year will remain at 13. The number of personal holidays will be reduced to three.

11. **Short-term/Long-term Disability Benefits**

Employees in the classification of Deputy City Prosecutor will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums, unless the employee desires to pay said premiums for tax purposes.

12. **Life Insurance**

In addition to the life insurance currently provided all permanent City employees, employees in the classification of Deputy City Prosecutor will

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12. **Life Insurance** (continued)

be provided a \$150,000 per year life insurance policy. The City will pay the full cost of the annual premiums for said \$150,000 life insurance policy. Because of tax consequences, employees shall have the option of taking the \$150,000 policy or additional life insurance coverage not to exceed \$50,000. Should the employee choose the lower coverage, he/she cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage but may not elect to increase to the higher coverage at a later date.

Other members of the bargaining unit shall be provided a \$50,000 per year life insurance policy.

13. **Jury Duty**

Employees will be limited to 80 hours of paid jury time each calendar year, effective March 1, 2001.

14. **Deferred Compensation**

- A. Effective January 1, 1998 and each January 1 thereafter, the City shall contribute \$600 for deferred compensation for all members of the bargaining unit.
- B. Except as provided under State and Federal law, the amount of deferred compensation shall not be considered compensation for purposes of overtime, vacation, and other such calculations.
- C. The actual date the City will place the deferred compensation into a deferred compensation program selected by the employee is subject to current Federal and/or State law.
- D. To be eligible for the deferred compensation program provided above, an employee must formally enroll in accordance with applicable Federal and State law to participate in a deferred compensation program.

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15. **Mandatory Continuing Legal Education (MCLE)**

The City shall reimburse, through the office of the City Prosecutor, up to \$180.00 per fiscal year for Mandatory Continuing Legal Education (MCLE) fees. Reimbursement shall only be for attendance of MCLE courses that are directly related to the job of Deputy City Prosecutor, as required to maintain a license to practice law in the State of California.

16. **Executive Leave**

Persons holding the position of Deputy City Prosecutor shall be eligible to be granted executive leave by the City Prosecutor in accordance with and pursuant to the provisions of Section 4.10 of the City Personnel Ordinance.

Except as otherwise provided herein, all existing provisions of the Salary Resolution and Personnel Ordinance that apply to employees represented by the City Prosecutors Association shall remain in full force and effect during the term of the Memorandum of Understanding.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this _____ day of April, 2001.

FOR THE CITY PROSECUTORS ASSOCIATION

Annette E. Rees, President

FOR THE CITY OF LONG BEACH:

Henry Taboada, City Manager

William H. Storey
Director of Human Resources and Affirmative Action

APPROVED AS TO FORM:

Robert E. Shannon, City Attorney

APPENDIX "A"

Positions Represented:

Deputy City Prosecutor
Paralegal
Law Clerk